

## PROVISIONAL APPLICATION FORM

**Provisional Application Form for the provisional allotment of a residential unit in the upcoming project of Goodliving Infrastructure Private Limited, titled “Bhutani 18” situated on Plot No B-58, Sector 128, Noida, Uttar Pradesh- [insert pincode] (“Project”).**

Application No. \_\_\_\_\_

Date: \_\_\_\_\_

Goodliving Infrastructure Private Limited (“**Promoter**”)  
7<sup>th</sup> Floor, Tower- C, Bhutani Alphathum, Janpath Marg,  
Sector - 90, Noida, Gautam Buddha Nagar- 201301, Uttar Pradesh, India

Dear Sir(s),

I/ We, the Applicant, whose particulars are mentioned below in this Application Form request that I/ we may be provisionally allotted a residential unit bearing Unit No. \_\_\_\_\_ (“**Unit**”) in the Project, in \_\_\_\_\_ Tower (“**Tower**”) the details whereof are mentioned in ‘**Schedule-I**’. The Project is conceptualized and developed as a Group Housing Society situated on Plot No. B-58, Sector 128, Noida on the leased land admeasuring approximately 6168 sq. mtrs. (“**Said Land**”). In respect of the Said Land, the Yamuna Expressway Industrial Development Authority (“**YEA**”) formerly known as Taj Expressway Industrial Development Authority, had granted a lease of 90 (Ninety) years in the favor of Jaypee Infratech Limited (“**Land Owner**”) through various lease deeds and the Land Owner, Jaiprakash Associates Limited and the Promoter have entered into an assignment agreement dated January 6, 2020 (“**Assignment Agreement**”) registered in the office of sub-registrar vide SI. No. 134 in book no. 1 whereby the development rights on the Said Land have been granted to the Promoter.

I/We hereby remit a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as applicable for the Unit in the favor of Goodliving Infrastructure Private Limited vide Cheque/ Banker’s Cheque/ Pay Order/ Demand Draft bearing no(s). \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ payable at \_\_\_\_\_ or through electronic transfer vide NEFT/ RTGS/ UTR No. \_\_\_\_\_ sent through \_\_\_\_\_ Bank on \_\_\_\_\_ towards the booking amount for the Unit in the Project.

I/We understand that the Unit, an integral part/phase/block/constituent/segment of the project ‘Bhutani 18’, is not being promoted, developed and/or sold by any third-party developer. The Project is being solely developed and marketed by the Promoter. Any use of third-party brand name(s), if any, shall be under a license or other valid arrangement and shall not, in any manner, imply any ownership, development, or promotional role of such third-party brand owners in this Project.

I/We have full knowledge and understanding of the Tower, the Unit and confirm that I/We have reviewed the sanctioned building plans and all revisions thereof, as made available by the Promoter. I/We agree that the provisional allotment of the Unit is subject to the Application being duly completed and the initial booking amount being realised by the Promoter. The Promoter shall have the absolute discretion to accept or reject any application without assigning any reasons, and in the event of rejection, I/We shall not claim any compensation, damages, or interest except refund of the booking amount paid by me/us without any interest.

The Builder Buyer Agreement (“**Agreement**”) for the Unit shall be executed in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”) and the rules and regulations framed thereunder by the Uttar Pradesh Real Estate Regulatory Authority (“**UPRERA**”), as

Signature of the Applicant/s

applicable on the date of execution. I/We undertake to pay the applicable registration charges and other incidental expenses relating to execution and registration of the said Agreement. The allotment shall be governed by the terms and conditions contained in this Application Form, the Agreement to be executed and such other terms and conditions as may be prescribed by the Promoter or under applicable law from time to time.

The integrated project "Bhutani 18" shall be registered under the UPRERA, and the details thereof including the registration number shall be provided by the Promoter upon registration.

I/We understand and acknowledge that the execution of this Application Form does not constitute a builder buyer agreement and does not confer any right or interest in the Unit unless a formal Agreement is executed by the Promoter after receiving at least 10% (ten percent) of the total price of the Unit as prescribed under RERA. Upon provisional allotment, I/We undertake to execute the Agreement and other documents required by the Promoter in compliance with applicable laws, at my/our cost.

I/We agree that timely payment of the installments towards the Total Consideration and other charges as per 'Schedule-III' and in accordance with the Payment Plan provided under 'Schedule-IV' (Payment Schedule) shall be the essence of the Allotment. I/We confirm that I/We have understood the implications of the Payment Plan and agree to abide by the same, including consequences of non-compliance.

I/We have applied for this Unit after being fully informed of and with due understanding of all applicable laws, rules, notifications, and regulations relevant to the State of Uttar Pradesh and the Project "Bhutani 18". All such terms and conditions have been duly explained to me/us by the Promoter and I/We hereby confirm having understood the same.

My/Our personal and identification details are provided in 'Schedule-V'.

The documents mentioned in 'Schedule-VI' are enclosed herewith for the purposes of this Application.

I/We understand that the indicative terms and conditions set forth in 'Schedule-VII' may be modified or updated at the discretion of the Promoter in compliance with applicable laws and market conditions.

I/We further confirm that any communication, notices or intimation sent by the Promoter on the email address provided by me/us shall be deemed to have been duly served upon me/us for all purposes under this Application and/or the Agreement.

**DECLARATION:**

I/ We have fully read and understood the terms and conditions as set out in the Application Form and Schedules attached thereto. I/ We undertake to abide by such terms and conditions including any amendment therein from time to time. I/ We further declare that the details/ information provided in the Application Form are true and nothing has been concealed. In the event of any notice in the knowledge of the Promoter regarding details/ information/ documents provided by me/ us being false and untrue on my/ our part, the Promoter at its sole discretion may cancel the Allotment and initiate appropriate legal action at my/ our costs, risks and consequences.

Yours faithfully,

Signature of the Applicant/s

Signature of Applicant(s)

Date:

Registration No. : \_\_\_\_\_ for Project 'Bhutani 18' dated \_\_\_\_\_ (*duly registered with the Uttar Pradesh Real Estate Regulatory Authority*)

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Signature of the Applicant/s

**DETAILS OF THE UNIT**

Unit No.	
Unit Type	Residential
Floor No.	
Tower No.	
Carpet Area	
Super Area	
Car Parking Space	
Common Areas & Facilities	As provided under Schedule II which is enclosed in this Application Form

**MODE OF BOOKING**

Direct or Channel Partner	
If through Channel Partner, then Name, Contact Number and Signature of Channel Partner	
RERA Registration of the Channel Partner	
RERA Registration of Channel Partner valid upto	

Signature of the Applicant/s

COMMON AREAS AND FACILITIES

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Signature of the Applicant/s

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**TOTAL CONSIDERATION****TOTAL CONSIDERATION**

Total Consideration of Unit is ₹ \_\_\_\_\_/- @ Rs. \_\_\_\_\_ per sq. ft. of Carpet Area (Cost of the Unit is ₹. ....../- and GST amount is ₹......./- as Calculated @ [●]%)

**OTHER CHARGES**

In addition to the Total Consideration, the Allottee shall be liable to pay the following:

Interest Free Maintenance Security (IFMS) of ₹. \_\_\_\_\_/-per sq.ft. of Carpet Area.

Power Back-Up Charges: ₹. \_\_\_\_\_/-per sq.ft. of Carpet Area

**Notes:**

- All payments towards the booking and allotment of the Unit in the project "Bhutani 18" shall be made by Account Payee Cheque, Banker's Cheque, Pay Order, or Demand Draft payable at Noida, or through permissible electronic transfer modes such as NEFT, RTGS, or IMPS, in accordance with the applicable laws. All such payments shall be drawn in favor of [●] having Account No. [●], maintained with [●] Bank Limited, Branch: [●], IFSC Code: [●], and SWIFT Code: [●]. The Applicant shall ensure that all payments are made only to the aforementioned account of the Promoter. The application for provisional allotment shall be considered valid only upon the realization and clearance of the Booking Amount or Token Money by the Promoter.*
  - The date of realization, whether through cheque or electronic transfer, shall be deemed to be the actual date of payment. Any bank charges incurred in relation to outstation cheque deposits shall be borne solely by the Applicant. Credit towards such payments shall only be accorded upon the receipt and clearance of funds into the Promoter's designated account.*
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Signature of the Applicant/s

PAYMENT PLAN

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Signature of the Applicant/s

**PARTICULARS OF THE APPLICANT\***

My/our particulars are given below for your reference and record:

**1. SOLE OR FIRST APPLICANT**

Mr. /Ms. /M/s. \_\_\_\_\_

S/W/D of \_\_\_\_\_

Nationality: \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_\_; Anniversary date: \_\_\_/\_\_\_/\_\_\_\_.

Business/Profession: \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax: \_\_\_\_\_

UID / Aadhar No. (only in case of Resident/Non-Resident): \_\_\_\_\_  
(Photocopy of UID / Aadhar to be attached)

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id. \_\_\_\_\_ Mobile No. \_\_\_\_\_

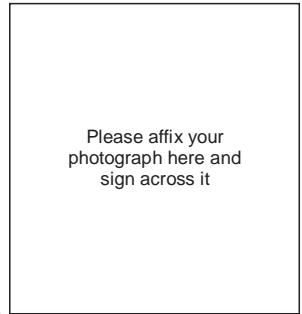
Permanent Address: \_\_\_\_\_  
\_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address: \_\_\_\_\_



**DECLARATION:** I/We, the Applicant/s, hereby affirm and declare that the above particulars/information provided by me/us is/are true and correct, and nothing has been concealed therefrom. I/We confirm that in case any of the information or details provided by me/us in this Application or otherwise is incomplete or is

Signature of the Applicant/s

found to be incorrect, incomplete, false, or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if made, and/or terminate/cancel the Agreement, if executed, without incurring any liabilities and penalties whatsoever.

## 2 SECOND APPLICANT

Mr. /Ms. /M/s. \_\_\_\_\_

S/W/D of \_\_\_\_\_

Nationality: \_\_\_\_\_

Date of Birth: \_/ \_/ \_\_\_\_; Anniversary date: \_/ \_/ \_\_\_\_.

Business/Profession: \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax: \_\_\_\_\_

UID / Aadhar No. (only in case of Resident/Non-Resident): \_\_\_\_\_  
(Photocopy of UID / Aadhar to be attached)

Mailing Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id. \_\_\_\_\_ Mobile No. \_\_\_\_\_

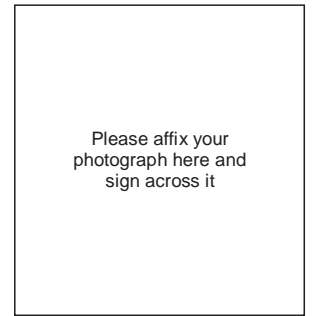
Permanent Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address: \_\_\_\_\_



**DECLARATION:** I/ We, the Applicant/s, hereby affirm and declare that the above particulars/information provided by me/us is/are true and correct and nothing has been concealed therefrom. I/ We confirm that in case any of the information or details provided by me/us in this Application or otherwise is incomplete or is found to be incorrect, incomplete, false, or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if made and/or terminate/cancel the Agreement, if executed without incurring any liabilities and penalties whatsoever.

Signature of the Applicant/s

### 3. THIRD APPLICANT

Mr. /Ms. /M/s. \_\_\_\_\_

S/W/D of \_\_\_\_\_

Nationality: \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_\_\_; Anniversary date: \_\_\_/\_\_\_/\_\_\_\_\_.

Business/Profession: \_\_\_\_\_

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin \_\_\_\_\_

Income-Tax Permanent Account No. \_\_\_\_\_ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax: \_\_\_\_\_

UID / Aadhar No. (only in case of Resident/Non-Resident): \_\_\_\_\_  
(Photocopy of UID / Aadhar to be attached)

Mailing Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Permanent Address: \_\_\_\_\_

PIN Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Mobile No. \_\_\_\_\_

Office Name & Address: \_\_\_\_\_

Please affix your  
photograph here and  
sign across it

**DECLARATION:** I/ We, the Applicant/s, hereby affirm and declare that the above particulars/information provided by me/us is/are true and correct and nothing has been concealed therefrom. I/ We confirm that in case any of the information or details provided by me/us in this Application or otherwise is incomplete or is found to be incorrect, incomplete, false, or misleading at any stage, the Promoter shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if made and/or terminate/cancel the Agreement, if executed without incurring any liabilities and penalties whatsoever.

**\* The word "Applicant" as used in this Application Form means and includes an individual applicant and all joint applicants, jointly and severally, as the case may be. This Application is and shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Uttar**

***Pradesh Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh (along with the rules and regulations framed thereunder).***

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**DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM**

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➤ It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application.

➤ Documents to be submitted:

**Resident of India**

- Copy of PAN Card.
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election card, Driving License, Aadhar Card or any other Govt. Id).
- Proof of Citizenship.
- Any other document/certificate as may be required by the Promoter

**Partnership Firm/LLP**

- Copy of PAN Card of the Partnership Firm.
- Copy of Partnership Deed.
- Office Address Proof.
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required.

**Company**

- Copy of PAN Card of the Company.
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address.
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.

**NRI/ PIO**

- Copy of Individual's Passport/ PIO Card.
- Address Proof.
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant and not from the account of any third party.

**TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FORM**

This Application is subject to the terms and conditions given hereunder and shall be binding on the Applicant in respect of the Unit. Mere acceptance of these standard terms and conditions do not confer any right, title or interest in the Unit to the Applicant or any other person. The detail terms governing the transfer of the Unit shall be covered in the Allotment Letter, Builder Buyer Agreement and other ancillary documents, as the case may be.

1. The Terms and Conditions given below are only indicative to enable the Applicant to acquaint himself/herself with the terms and conditions as will be comprehensively set out in the Builder Buyer Agreement.
2. The Applicant has/have applied for the provisional allotment of a Unit with full knowledge and understanding of the provisions of Real Estate (Regulation and Development) Act, 2016 (“Act”), the Uttar Pradesh Real Estate Regulatory Authority (General) Regulations, 2019 and other Applicable Laws for the State of Uttar Pradesh and the Project in general. The Applicant further agrees to comply with any rules, policies, regulations and guidelines made with respect to the Unit by the Company / the Maintenance Agency / the Competent Authority(ies) /registered Association of Allottees. If this Application is accepted by the Company, the allotment of the Unit in pursuance thereof shall be subject to the terms and conditions stated herein and subject to further terms and conditional as may be stipulated in the Allotment Letter and the Builder Buyer Agreement.
3. The Applicant(s) has/have fully understood the development scheme as envisaged by the Promoter. The Applicant(s) is applying for allotment of the Unit in the Project (within the Project) proposed to be developed by the Promoter with full knowledge of all the laws/notifications and rules applicable to the Project /Project located in Noida, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of the Promoter in the Said Land, and has understood all limitations and obligations of Promoter in respect thereof.
4. The Applicant(s) acknowledges and confirms that the Promoter has provided all requested information, explanations, and documents regarding the Project, and that the Applicant(s) is completely satisfied with them. The Applicant(s) further confirms having reviewed all relevant documents related to the Project, including but not limited to title deeds, licenses, permissions, approvals, etc., obtained from the appropriate authorities, and declares that this Application is being submitted after being fully assured of the Promoter’s rights, title, and interest in the Said Land.
5. The Applicant further confirms that the decision to apply for the allotment of the Unit has been made solely on the basis of his/her/its/their independent judgment, evaluation and understanding of the Group Housing Project, relevant sanctioned building plans, applicable statutory approvals, and all other material facts and documents voluntarily made available by the Promoter at the time of submission of the Application. The Applicant has not relied upon any visual representations, architectural impressions, models, marketing materials, advertisements, brochures, sales literature, oral representations or statements, estimates or assurances, whether express or implied, made by or on behalf of the Promoter or its representatives. The Applicant has obtained such professional legal, tax, financial and technical advice as deemed necessary before proceeding with the Application.

6. The Applicant(s) understands that their rights, title, and interest in the Unit to be allotted within the Project will be governed by the Applicable Laws, as outlined in the Allotment Letter and the Builder Buyer Agreement. The Applicant(s) will be entitled to all rights concerning the Unit, including the right to use the common areas and facilities—except those specifically reserved or restricted for other owners, sub-lessees, right-holders, or intended to be transferred by the Promoter to third parties as permitted under Applicable Laws. It is clarified that the Applicant(s) will not hold any exclusive rights, title, or interest in areas outside the Project, including its common areas and facilities, which will be shared with other occupants in accordance with the Project guidelines set by the Promoter and detailed in the Allotment Letter, Builder Buyer Agreement, other binding documents, and the Applicable Laws.
7. The Applicant shall have the exclusive ownership of the Unit, intended to be used solely as a residential unit, together with the exclusive right to use the allotted car parking space(s), if any, as mentioned in the Allotment Letter and/or the Builder Buyer Agreement. The Unit and the associated exclusive right to use the parking space(s), if any, shall together constitute a single indivisible unit for all legal, and operational purposes and cannot be transferred or dealt with separately or independently by the Applicant.
8. The Applicant acknowledges and agrees that (i) This Application and any subsequent allotment relate solely to the Floor Area Ratio (FAR) that has been used in the construction of the Unit and included within its Super Area (ii) The Applicant shall not have any right, ownership, or claim over any unused, unallocated, or remaining FAR, nor over any future increase in FAR (iii) If there is any future increase in FAR—whether through acquisition of additional land or changes in applicable government regulations—all rights to such increased FAR shall solely belong to the Promoter and/or its affiliates, with the Applicant having no entitlement or claim in this regard.
9. The Applicant undertakes not to demolish or cause to be demolished the Unit or any part of the Project thereof nor shall at any time make any changes, additions or alterations, temporary or permanent, in or upon the Unit or the Project.
10. The Applicant(s) also understands that the membership fee and the terms & conditions for use of any amenities within Project shall be such as may be prescribed/ decided by the Promoter from time to time.
11. The Applicant(s) understand that the area of the Unit may be subject to certain changes for any reason(s) beyond the control of the Promoter. I/We understand that the marketing plan/brochure is only a mere indication of the proposed project. The areas mentioned in the drawings are reasonable estimates and are subject to change, to which the Applicant will never object and provide consent letter, if any, required. The Promoter reserves the right to change the design, elevation, specifications, amenities and facilities, plans, etc. of the project including change in FAR etc., as the case may be, due to aesthetic reasons or to meet the planning/regulatory requirement or for any other reasons.
12. It is expressly clarified that the Promoter has not made and does not make any representation or assurance regarding any external development, infrastructure or construction activity outside the boundaries of the Project, and the Applicant shall not raise any claim or expectation in relation thereto.
13. The allotment of the Unit shall remain valid only upon the successful clearance of the amounts paid by the Applicant and continued compliance with the stipulated Payment Plan. The Total Consideration for the Unit shall be inclusive of [●], whether payable in lump sum or in installments, as per prevailing policy, and all applicable statutory charges, duties, taxes including Goods and Services Tax (GST),

electricity installation charges, water and gas connection charges, and other utility infrastructure costs. The Total Consideration shall also include any development and construction costs incurred by the Promoter within or in proximity to the Group Housing Project, which may not be charged separately. The Applicant agrees to bear any additional liability arising from revisions in statutory charges, including GST, VAT, Labour Cess, or other applicable taxes or levies, as may be notified by the competent authorities from time to time.

14. The Applicant acknowledges having applied for booking of the Unit with full awareness of the prevailing cost structure and the implications of the Goods and Services Tax (GST) regime, which came into effect from July 1, 2017. Accordingly, the Applicant agrees and confirms that all payments made under this Application are subject to GST, and no claim for credit of GST or any reduction in the sale price of the Unit shall be raised by the Applicant on this account. The Applicant further undertakes to pay, as and when demanded by the Promoter, their pro-rata share of applicable taxes, duties, levies, and cesses ("Taxes") as may be imposed by the government or any other statutory or competent authority. The Applicant shall also be liable for any retrospective changes in Taxes levied up to the date of the offer of possession of the Unit. Any tax increase after the possession offer date shall not be applicable to the Applicant.
15. Upon issuance of the Allotment Letter, the Applicant shall be liable to pay the Total Consideration along with any Other Charges specified herein, including applicable government taxes and levies, as per the Payment Plan annexed to this Application Form. It is further clarified that all such payments shall be made solely from the Applicant's own bank account, and no payment shall be accepted from any third party without prior written approval of the Promoter. In case a payment is made from a third-party account, the same must be accompanied by a No Objection Certificate (NOC) in the format prescribed by the Promoter. The Promoter reserves the right to reject and return any such unauthorized payment, and the Applicant shall indemnify the Promoter against any loss or liability arising from such transactions.
16. The Builder Buyer Agreement, to be executed between the Promoter and the Applicant, shall detail the full terms of allotment, the obligations of the Parties, and other terms and conditions, and shall be executed in compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016, the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, along with any other applicable laws, rules, and regulations. In the event of any contradiction between the terms of this Application Form and the Builder Buyer Agreement, the terms of the Builder Buyer Agreement shall prevail.
17. If the booking or allotment of the Unit is canceled either by the Applicant or by the Promoter due to non-compliance, delay in payment, or any other breach by the Applicant, then the Promoter shall be entitled to forfeit the Earnest Money, which shall be equivalent to 10% (ten percent) of the Total Consideration. Any balance amount paid by the Applicant, after deducting applicable taxes and charges, shall be refunded by the Promoter within a period of 90 (ninety) days from the date such cancellation is effected. In the event the total amount paid by the Applicant is less than the Earnest Money, the Applicant shall be liable to pay the deficit to the Promoter. It is clarified that no refund shall be made towards any interest or taxes paid by the Applicant.
18. The Applicant understands that the payment milestones linked to construction progress are indicative in nature and may vary during the execution of the Project. While the time-linked installments shall be raised according to the schedule, the construction-linked installments shall be raised based on actual

construction progress, which may occur before, after, or between the scheduled milestones. All such installments shall be payable by the Applicant upon receipt of the demand letter from the Promoter. In case of any pre-payment made by the Applicant, the Promoter shall have the right to retain and adjust the excess amount against the next due installment. The Applicant shall be liable to make all payments within the period specified in each demand letter, regardless of the status of bank financing or formalities pending from the Applicant's side.

19. All applicable stamp duties, registration charges, and other legal costs associated with the execution of the Agreement shall be borne and paid separately by the Applicant over and above the Total Consideration.
20. Non-Resident Indians (NRIs) and Foreign Nationals of Indian Origin are required to ensure compliance with all applicable provisions of the Foreign Exchange Management Act, 1999, as well as rules and regulations issued by the Reserve Bank of India or any other competent authority. The Applicant shall solely be responsible for obtaining any necessary permissions and for ensuring full compliance with the relevant laws governing property transactions in India.
21. All communications from the Promoter to the Applicant, including demand notices and other important updates, shall be considered validly served if sent to the email address provided by the Applicant in the Application Form.
22. The Applicant(s) hereby agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Promoter in accordance with the Payment Plan opted on or before the respective due dates. It being clarified that the Promoter shall not be under any obligation to send reminders for making the payment as per Payment Plan and/or for the invoice raised by the Promoter.
23. In the event the Promoter enhances the specifications of the Unit or provides additional facilities/amenities beyond the approved norms or as requested by the Applicant and accepted by the Promoter, the Promoter shall be entitled to raise additional demands for the cost of such enhancements, and the Applicant agrees to pay the same promptly, without protest or demur. Further, if the Promoter is required to make any additional or specific provisions in relation to the Unit or to install infrastructure such as alternate power sources, water distribution facilities, or fire safety systems, or to comply with any direction or condition imposed by a competent authority under Applicable Law (and not arising due to any fault of the Promoter), then the Promoter shall be entitled to recover the proportionate cost of such additional specifications from the Applicant and other allottees, and the Applicant agrees to pay the same without delay or dispute.
24. In the event of the failure of the Applicant to take the possession of the Unit upon being intimated about the same by the Promoter and in the manner as specifically described in the Builder Buyer Agreement, the Promoter shall have the option to cancel the allotment and avail of the remedies as may be stipulated in the Builder Buyer Agreement or under applicable laws.
25. The Promoter shall be entitled to raise finance, loans, or credit facilities from any bank, financial institution, or lender by creating a mortgage or charge over the Project or its receivables, to the extent permissible under Applicable Law and subject to compliance with the RERA Act. Such financial arrangements shall not affect the title or possession of the Unit allotted to the Applicant, once consideration is paid in full and the Sub-lease deed/Conveyance Deed, as may be applicable is executed.

26. The Applicant acknowledges and agrees that the Promoter will only be held responsible for statements or communications made through official written correspondence issued by its authorized representatives. The Promoter shall not be obligated or held accountable for any verbal or written promises, representations, brochures, assurances, or agreements made by real estate agents, brokers, intermediaries, or any other third parties, regardless of whether they are associated with the Promoter.
27. The Promoter assures that, subject to timely payments by the Applicant, possession of the Unit (along with parking space(s), if applicable) shall be offered as per the terms of the Agreement, unless delayed by Force Majeure events, orders of courts or tribunals, Government policies, directions of Competent Authorities, or any other causes recognized as valid grounds for extension under the RERA Act or by UP RERA. In case the completion of the Unit, Tower, or Project is delayed due to any such Force Majeure or other recognized grounds, the Applicant agrees that the Promoter shall be entitled to an extension of the timeline for delivery of possession. Such extension shall not be construed as a breach of the Agreement so long as the delay does not render the performance of the Agreement impossible. If the performance of the Project becomes impossible due to a Force Majeure event, or due to any legal, regulatory, or technical constraints that render the continued development unviable or impracticable, the Promoter shall be entitled to terminate the allotment, refund the total amount received from the Applicant within 90 (ninety) days of such termination, and issue prior notice of 30 (thirty) days to the Applicant. Upon such refund, all rights, claims, and interests of the Applicant in respect of the Unit and the Agreement shall stand extinguished, and the Promoter shall be fully released from all obligations and liabilities. Subject to applicable law, if the development of the Tower or the Project cannot be continued for any reasonable and justifiable cause (not amounting to impossibility), the Promoter may, at its discretion, offer the Applicant an alternative unit in a development of equivalent value and character in another project of the Promoter or its affiliates or a third-party associate, in order to place the Applicant in an equitable position.
28. The Applicant agrees and understands that the terms and conditions of this Application and those of the Allotment Letter, Agreement may be modified/amended in accordance with any directions/orders or restrictions which may be passed or imposed by any Governmental Authority or Court of law having jurisdiction, in compliance with applicable laws and such modifications/amendments shall be binding upon the Applicant and the Promoter.
29. The rights and obligations of the Parties under or arising out of this Application and Agreement shall be construed and enforced in accordance with the RERA Act, the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, and all other Applicable Laws in force.
30. This Application shall be governed by and construed in accordance with the laws of India. Subject to the terms hereinafter, the Courts at Gautam Buddha Nagar, Uttar Pradesh shall have exclusive jurisdiction over all matters arising out of or relating to this Application.
31. All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Application, the Allotment Letter and the Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion within 30 (thirty) days, failing which the same shall be settled through the process of arbitration by a sole arbitrator appointed mutually by the Applicant and the Promoter as per the provisions of the Arbitration and Conciliation Act, 1996.

I/We herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Applicant(s)**

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